

**ATTACHMENT 7****NUMBER PORTABILITY****Section 1. Sprint Provision of Number Portability**

1.1 Sprint shall provide number portability in accordance with requirements of the Act and FCC Rules and Regulations. Currently available interim number portability ("INP") shall be provided by Sprint to MCIIm in accordance with FCC Rules and Regulations. INP shall be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of MCIIm services. Sprint shall provide number portability in conformance with FCC Rules and Regulations and the Act.

**Section 2. Interim Number Portability ("INP")**

2.1 INP shall be provided by Remote Call Forwarding ("RCF") or Direct Inward Dialing ("DID") or upon request, Route Indexing ("RI"), if technically feasible. MCIIm shall specify on a per telephone number basis which method of INP is to be employed and Sprint shall provide such method to the extent technically feasible.

2.2 Remote Call Forwarding. Remote Call Forwarding ("RCF") is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide interim number portability, calls to the ported number will first route to the Sprint switch to which the ported number was previously assigned. The Sprint switch will then forward the call to a number associated with the MCIIm designated switch to which the number is ported. MCIIm may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.

2.3 Direct Inward Dialing. DID is an INP method that makes use of direct inward dialing trunks. Each DID trunk group used for INP is dedicated to carrying FLEX-DID INP traffic between the Sprint end office and the MCIIm switch. Traffic on these trunks cannot overflow to other trunks, so the number of trunks shall be conservatively engineered by Sprint. Also, inter-switch signaling is usually limited to multi-frequency ("MF"). This precludes passing CLID to the MCIIm switch.

2.4 Route Indexing. Route Indexing may take two forms: Route Index-Portability Hub ("RI-PH") or Directory Number-Route Index ("DN-RI"). Route Indexing may be offered, upon request, once joint trials between Sprint and MCIIm or another CLEC have yielded mutually agreeable

results. Trialing will include, but is not limited to, issues of interoperability requirements, trunking (*i.e.*, one way or two way), and signaling (*i.e.*, inband or SS7).

2.4.1 RI-PH will route a dialed call to the Sprint switch associated with the NXX of the dialed number. The Sprint switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to MCIm. The prefixed dialed number is transmitted to the Sprint tandem switch to which MCIm is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to MCIm's switch so the routing of the call can be completed by MCIm.

2.4.2 DN-RI is a form of RI-PH that requires direct trunking between the Sprint switch to which the ported number was originally assigned and the MCIm switch to which the number has been ported. The Sprint switch shall send the originally dialed number to the MCIm switch without a prefix.

2.4.3. In the joint trials, MCIm and Sprint will agree upon the type of Route Indexing that will be supported by Sprint. Sprint shall provide RI-PH or DN-RI on an individual telephone number basis. Where technically feasible, MCIm may designate that calls to ported numbers are first directed to the MCIm switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

2.4.4 The trunking requirements will be agreed upon by Sprint and MCIm resultant from trialing. These trunking options may include SS7 signaling, inband signaling, and may be one way or two way. For either RI-PH or DN-RI, the trunks used may be the same as those used for exchange of other Local Traffic and toll traffic between Sprint and MCIm.

2.5 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the block to MCIm through the Local Exchange Routing Guide ("LERG"). Updates to translations in the Sprint switching office from which the telephone number is ported will be made by Sprint prior to the date on which LERG changes become effective, in order to redirect calls to the MCIm switch via route indexing.

## 2.6 Other Currently Available Number Portability Provisions

2.6.1 Where SS7 is available, Sprint shall exchange with MCIm, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services ("CLASS") or other features available in the Sprint network, if technically feasible.

2.6.2 Upon notification that MCIm will be initiating INP, Sprint shall disclose to MCIm any technical or capacity limitations that would prevent use of the requested INP in the affected switching office. Sprint and MCIm shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including updating switch translations where necessary within five (5) minutes after notification that physical cut-over has been completed (or initiated), as MCIm may designate.

2.6.3 For INP, MCIm shall have the right to use the existing Sprint 911 infrastructure for all 911 capabilities. When RCF is used for MCIm subscribers, both the ported numbers and shadow numbers shall be stored in ALI databases. MCIm shall have the right to verify the accuracy of the information in the ALI databases.

2.6.4 When any INP method is used to port a subscriber, the donor provider must maintain the Line Information Database ("LIDB") record for that number to reflect appropriate conditions as reported to it by the porting service provider. The donor must outclear call records to MCIm for billing and collection from the subscriber. Until such time as Sprint's LIDB has the software capability to recognize a ported number as MCIm's, Sprint shall store the ported number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the ported number. At such time as Sprint's LIDB has the software capability to recognize that the ported number is MCIm's then, if MCIm desires to store numbers on Sprint's LIDB, MCIm shall comply with the requirements set forth in Attachment 3 of this Agreement.

2.6.5 Sprint should send a CARE transaction 2231 to notify the IXC that access is now provided by a new CLEC for that number.

## Section 3. Number Portability ("NP")

3.1 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP consistent with the processes and implementation schedules for LNP deployment prescribed by the FCC. In connection with the provision of LNP, the Parties agree to

support and comply with all relevant requirements or guidelines that may be adopted by the state Commission or the FCC. Such requirements and guidelines include, but are not limited to, ordering and provisioning process flows, SMS administration, NPAC administration, regression testing, and network architecture as described in the Second Report and Order (FCC 97-289). The Parties shall implement the generic requirements for LNP as ordered by the FCC and recommended by the NANC. The Parties shall work cooperatively to implement standards adopted by the North American Numbering Council (NANC) or telecommunications industry fora.

3.2 The requirements for LNP shall include the following:

3.2.1 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.

3.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).

3.4 Ordering. To port a telephone number using LNP, the Parties shall adhere to the procedures described in Attachment 8 of this Agreement.

3.5 Network Architecture

3.5.1 Architecture shall be consistent with the FCC's 2<sup>nd</sup> Report and Order.

3.6 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.

3.7 N-1 Query. Sprint and MCIIm will adhere to the NANC recommendations as adopted by the FCC in Order No. 97-298, released August 18, 1997.

3.8 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer's CSR. In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone

numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

**3.9 Splitting of Number Groups.** If blocks of subscriber numbers (including, but not limited to, DID numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. Sprint and MCIm shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. Sprint and MCIm shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 1 of this Agreement.

**3.10 Intercept Announcement - Cause Code 26.** If a call to a ported number is routed to either Party's switch, even though the LRN signaled on the call is for the receiving Party's switch, then the receiving Party's switch will provide Cause Code 26 treatment either (i) by playing an appropriate intercept announcement; or (ii) by releasing the call back to the originating switch with the release cause shown as Code 26. The intercept announcement played in this situation will suggest that the call be re-tried at a later time; the caller must not be encouraged to immediately retry the call. This subsection 3.10 shall not relieve the Parties of any of their LNP duties and obligations as set forth in this Section.

## **Section 4. Requirements for INP and NP**

### **4.1 Cut-Over Process**

Sprint and MCIm shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.

**4.1.1** For a Coordinated Cutover Environment, Sprint shall verbally coordinate with MCIm the disconnect and switch translations as close to the requested time as possible. The coordination shall be pre-specified by MCIm and agreed to by both Parties and in no case shall begin more than twenty (20) minutes after the agreed upon time.

**4.1.2** For a Non-Coordinated Cutover Environment, Sprint shall schedule a mechanized update of disconnect and switch

translations at the MCIm requested cutover time. Such updates will be available to MCIm at Parity with Sprint's own availability for such activity. Sprint shall provide an operations contact whom MCIm can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, and if Sprint is unable to resolve the issue within sixty (60) minutes, Sprint shall notify MCIm of the issue and MCIm and Sprint shall determine the plan to resolve it.

## 4.2 Testing

4.2.1 Sprint and MCIm shall cooperate in conducting MCIm's testing to ensure interconnectivity between systems. Sprint shall inform MCIm of any system updates that may affect the MCIm network and Sprint shall, at MCIm's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

## 4.3 Installation Time Frames

4.3.1 If the installation of RCF INP must be coordinated with the installation of another Sprint provided service, then the applicable installation time frame shall be that of the other Sprint service being installed, or as mutually agreed when no such time frame has been previously established. Otherwise, the installation time frames for RCF INP shall be developed pursuant to the Implementation Plan as described in Part A, Section 34.

4.3.2 If a subscriber elects to move its Telephone Exchange Service back to Sprint while on an INP arrangement, Sprint shall notify MCIm of the Subscriber's termination of service with MCIm and the Subscriber's instructions regarding its telephone number(s) within two (2) business days of receiving notification from the Subscriber.

## 4.4 Call Referral Announcements

4.4.1 Sprint shall allow MCIm to order all referral announcements, and specify the particular announcement from Sprint's standard set of call referral announcement options, on a per telephone number basis, for telephone numbers which MCIm has ported from Sprint to MCIm and for which INP measures have, at MCIm's direction, been terminated.

## 4.5 Engineering and Maintenance

4.5.1 Sprint and MCIm will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at Parity with that provided by Sprint to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

#### 4.6 Operator Services and Directory Assistance

With respect to operator services and directory assistance associated with NP for MCIm subscribers, Sprint shall provide the following:

##### 4.6.1 While INP is deployed and prior to conversion to NP:

4.6.1.1 Sprint shall allow MCIm to order provisioning of Telephone Line Number ("TLN") calling cards and Billed Number Screening ("BNS"), in its LIDB, for ported numbers, as specified by MCIm. Sprint shall continue to allow MCIm access to its LIDB. Other LIDB provisions are specified in this Agreement; and

4.6.1.2 Where Sprint has control of Directory Listings for NXX codes containing ported numbers, Sprint shall maintain entries for ported numbers as specified by MCIm.

#### 4.7 Number Reservation

4.7.1 When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the donor provider.

## **PART I - GENERAL BUSINESS PROCESS REQUIREMENTS**

### **1. PROCEDURES**

#### **1.1. General Procedure Requirements**



1.1.1. Contact with Subscribers

1.1.1.1. Each Party at all times shall be the primary contact and account control for all interactions with its subscribers of that Party, except as specified by that Party. Subscribers include active subscribers as well as those for whom service orders are pending for that Party.

1.1.1.2. Each Party shall ensure that any of its personnel who may receive subscriber inquiries, or otherwise have opportunity for subscriber contact from the other Party's subscribers regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or subscriber contact.

1.1.1.3. Sprint shall not use KMC's request for subscriber information, order submission, or any other aspect of KMC's processes or services to aid Sprint's marketing or sales efforts.

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1.1.2. Expedite, Escalation and Disaster Recovery Procedures

1.1.2.1. Sprint and KMC shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. The Escalation Process shall include without limitation provisions such that (i) each Party will provide the other Party names, telephone numbers and pagers of managers up to the Vice President level for the escalation of unresolved matters, and (ii) timing for each escalation level of one (1) business hour to respond to the escalation before the issue is escalated to the next level.

1.1.2.1.1. The Parties will be responsible to update information upon request of either Party to facilitate prompt resolution of escalations. Issues not resolved by the Escalation Process will be handled through the Dispute Resolution process described in Part B of this Agreement.

1.1.2.2. In addition, Sprint and KMC will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after CLEC's request. Each party shall notify the other party of any changes to its intercompany contact list as soon as practicable before such changes are effective.

1.1.2.3. No later than thirty (30) days after KMC's request Sprint and KMC shall jointly establish contingency and disaster recovery plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for Sprint's unbundled Network Elements, features, functions, and resale services are inoperable.

1.1.3. Operational and Technological Changes

1.1.3.1. Sprint shall notify KMC of any operational or technological changes (*e.g.*, network, systems interfaces) changes that are related to any services or Network Elements purchased by KMC in accordance with standard industry practices or applicable law. The Parties may mutually agree to shorter notice periods.

1.1.4. Subscriber of Record. Sprint shall recognize KMC as the Subscriber of Record for all Network Elements or services for resale ordered by KMC and shall send all notices, invoices, and information which pertain to such ordered services directly to KMC. KMC will provide Sprint with addresses to which Sprint shall send all such notices, invoices, and information.

1.2. Service Offerings

1.2.1. Changes in Service Offerings

1.2.1.1. Sprint shall notify KMC of any proposed changes in the terms and conditions under which it offers unbundled Network Elements including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in rates upon Sprint's filing of such change with the Commission, or as required by state notification guidelines, whichever is earlier.

1.2.1.2. Sprint shall provide KMC with access to new services, features and functions concurrent with Sprint's notice to KMC of such changes, if such service, feature or function is installed and available in the network or as soon

thereafter as it is installed and available in the network, so that KMC may conduct market testing.

- 1.2.2. **Essential Services.** For purposes of Service restoral, Sprint shall designate an access line as an Essential Service Line ("ESL"), as such term is defined under applicable state law or regulation, upon KMC's request and at Parity with Sprint's treatment of its own subscribers with regard to ESL.
- 1.2.3. **Blocking Services.** Upon request from KMC, employing Sprint-approved LSR documentation, Sprint shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent (a) it is an available option for the Telecommunications Service resold by KMC, or (b) it is technically feasible when requested by KMC as a function of unbundled Network Elements.
- 1.2.4. **Training Support.**
  - 1.2.4.1. Sprint shall provide training, on a non-discriminatory basis, for all Sprint employees who may communicate, either by telephone or face-to-face, with KMC subscribers.
  - 1.2.4.2. Sprint shall train KMC employees at a Sprint location of Sprint's choosing on any Sprint-owned or -developed systems and processes non-industry standard and which need to be used by KMC's employees or agent to carry out this Agreement and shall provide at least the same information available to Sprint employees. KMC will bear any and all travel expenses incurred by or on behalf of such employees in connection with attendance at such training sessions.
- 1.2.5. **Carrier Identification Codes**
  - 1.2.5.1. Sprint shall provide to KMC the active Codes ("CIC") for both Dial 1 and 800 services for each of its access tandems and shall provide updates promptly as those codes change from time to time.

## **2. ORDERING AND PROVISIONING**

- 2.1. **Ordering and Provisioning Parity.** Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable KMC to provide the same

level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements as Sprint provides itself, its Affiliates or its own subscribers.

2.2. National Exchange Access Center (NEAC)

2.2.1. Sprint shall provide a NEAC or equivalent which shall serve as KMC's point of contact for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services. KMC shall have the ability to submit orders twenty-four (24) hours a day, seven (7) days a week.

2.2.2. The NEAC shall provide to KMC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel and trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.

2.2.3. Sprint shall provide, as requested by KMC, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the parties to meet subscriber demand.

2.3. Street Index Guide (SIG). Within thirty (30) days of KMC's written request, or as otherwise mutually agreed, Sprint shall provide to KMC the SIG data, or its equivalent, in an electronic format mutually agreeable to the parties. All changes and updates to the SIG shall be provided to in a mutually agreed format and timeframe.

2.4. CLASS and Custom Features. Where generally available in Sprint's serving area, KMC may order the entire set of CLASS, CENTREX and Custom features and functions, a subset of any one of such features, or any Combination of such features.

2.5. Customer Payment History. Sprint will participate in NCTDE (National Consumer Telecommunications Data Exchange) and commit to providing NCTDE with two (2) years of historical information on UCAs for their local accounts and also report current UCA information in accordance with NCTDE required timelines for the purpose of providing KMC with third party access to Customer Payment History. Sprint will make the following Customer payment history information available in accordance with the NCTDE format to the extent the same is available for Sprint's own use for each Person or entity that applies for (i) local service; or (ii)

intraLATA toll Telecommunications Service(s). As of the effective date of this Agreement, Sprint provides information to NCTDE regarding payment history of Sprint residential End Users. During the term of this Agreement, Sprint will continue to provide such information to NCTDE provided that: (1) NCTDE continues to accept information from Sprint through the third party administrator Sprint currently uses in the same format and under the same terms and conditions as such information is currently provided; (2) the third party administrator that Sprint currently uses to provide such information to NCTDE continues to administer the data transmission function on Sprint's behalf on the same terms and conditions as exist currently; (3) NCTDE does not impose any charges on Sprint for Sprint's provision of such information; (4) Sprint is not required to join NCTDE as a participant or recipient of data from NCTDE in order to continue providing information as described herein; and (5) there is no change in law or enforcement of any existing law that, in Sprint's legal judgment, imposes an unreasonable risk on Sprint in connection with its provision of the information to NCTDE. The Parties agree that in the event Sprint ceases providing such information to NCTDE, the Parties will work cooperatively to develop a mutually acceptable alternative arrangement for Sprint to provide the information to KMC, either directly or through a third party. In determining whether such alternative arrangement will be acceptable to either Party, the Parties may consider, among other things, cost and administrative burden.

2.5.1. Such information shall be provided on the condition that the credit reporting agency only make such information available to the carrier to which the person or entity in question has applied for Telecommunications Service.

2.5.2. Sprint shall not refuse service to KMC for any potential KMC subscriber on the basis of that subscriber's past payment history with Sprint. KMC shall establish the credit scoring criteria for applicants for KMC services.

2.5.3. Sprint shall not refuse service to KMC for any potential KMC subscriber on the basis of that subscriber's past payment history with Sprint.

2.5.4. The provision of Services by either Party to the other shall not create a property interest of the served Party in the providing Party's facilities or equipment.

## 2.6. Carrier Selection

2.6.1. For services for resale or unbundled Network Elements, Sprint shall provide to KMC, the capability to order local service, IntraLATA (where available), InterLATA, and international toll services by entering the KMC subscriber's choice of carrier on a single order. Sprint shall provide KMC with the capability to order

separate InterLATA and IntraLATA carriers on a line or trunk basis.

- 2.6.2. Where IntraLATA toll carrier selection is not implemented, Sprint agrees to provide IntraLATA toll services for resale to KMC. In all cases, Sprint will route toll calls to the appropriate carrier as designated by KMC.

## 2.7. Notification to Long Distance Carrier

- 2.7.1. Sprint agrees to notify KMC using OBF-approved CARE transactions, whenever a KMC subscriber who is provided local service through services for resale, INP/NP, or unbundled Network Elements changes KMC PIC status.
- 2.7.2. Sprint shall support and implement new Transaction Code Status Indicators ("TCSIs") defined by OBF in support of local resale to enable KMC to provide seamless subscriber service.

- 2.7.2.1. Sprint shall implement TCSIs used in conjunction with the new Local Service Provider ("LSP") Identification Code for handling Account Maintenance, Subscriber Service, and Trouble Administration issues. These TCSIs include 4001/02/05, 4201-4203, 4205, 4301, 2033, 2233, 3148, 3149, and others as OBF may define.

- 2.7.2.2. In addition, Sprint shall implement TCSIs used in conjunction with the new Ported Telephone Number field to link "shadow" and ported telephone numbers in support of Interim Number Portability. These TCSIs include 2231, 3150, and others as OBF may define.

- 2.7.3. Sprint shall provide to KMC the Local Service Provider ("LSP") ID on purchased lists of KMC PIC'd and non-PIC'd subscribers.
- 2.7.4. Sprint shall provide the Ported Telephone Number ("PTN") on purchased CARE lists of KMC PIC'd and non-KMC PIC'd subscribers.

## 2.8. Number Administration/Number Reservation

- 2.8.1. Sprint shall provide testing and loading of KMC's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide KMC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with KMC. When KMC uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to KMC, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX's shall remain Sprint's responsibility.

- 2.8.2. Where mutually agreed, which agreement shall not be unreasonably withheld, the Parties will implement LERG reassignment for particular NXX Codes.
- 2.8.3. In conjunction with an order for service, Sprint shall accept KMC orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by KMC.
- 2.8.4. For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of KMC's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.
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- 2.10. Service Order Process Requirements
  - 2.10.1. OBF Compliance**
    - 2.10.1.1. In accordance with OBF standards, as may be amended by OBF from time to time, Sprint and KMC shall follow the OBF-developed ordering and provisioning process standards. These processes may include pre-order service inquiry, pre-order service inquiry response, firm order, acknowledgment/rejection, firm order confirmation, delay notification, and completion notification. Sprint agrees to work cooperatively to implement future OBF-developed processes related to ordering and provisioning.
  - 2.10.2. Service Migrations and New Subscriber Additions
    - 2.10.2.1.** For resale services, Sprint shall not require a disconnect order from a subscriber, another local service provider, or any other entity to process an KMC order to establish KMC local service and/or migrate a subscriber to KMC local service.
    - 2.10.2.2.** For resale services, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to KMC service without

prior KMC agreement..

- 2.10.2.3. For services provided through UNEs, Sprint shall recognize KMC as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another KMC or Sprint. In addition, Sprint and KMC will work cooperatively to minimize service interruptions during the conversion.
- 2.10.2.4. Unless otherwise directed by KMC and when technically capable, when KMC orders resale Telecommunications Services or UNEs all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.
- 2.10.2.5. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint and KMC will mutually agree on a scheduled conversion time twenty-four (24) to forty-eight (48) hours prior to the actual conversion, which will be a designated time period, not to exceed a two (2) hour window, on a designated date. KMC may designate the conversion time on an order by order basis. For time specific conversions, Sprint will verify the cut-over time designated by KMC twenty-four (24) to forty-eight (48) hours in advance to ensure that the conversion is to be completed as ordered. **[MCIm, Att 8, 2.2.2.5, modified with procedure interface as defined with BellSouth]**
  - 2.10.2.5.1. Sprint will coordinate activities of all Sprint work groups involved with the conversion. This coordination will include, but not be limited to, work centers charged with manual cross-connects, electronic cross-connect mapping, and Switch translations (including, but not limited to, implementation of interim local number portability translations). **[MCIm, Att 8, 2.2.2.5.1]**
  - 2.10.2.5.2. Both parties agree to use best efforts to ensure mutually agreed to conversion times will commence within fifteen (15) minutes of the designated conversion time. **[KMC existing procedural interface with BellSouth]**



- 2.10.2.5.3. Sprint will notify KMC when conversion is complete. **[MCIm, Att 8, 2.2.2.5.2]**
- 2.10.2.5.4. End user service interruptions shall be held to a minimum, with a target of no more than fifteen (15) minutes or less for each loop. In any event such interruption shall not exceed the time Sprint experiences when performing such work for its own subscribers. **[MCIm, Att 8, 2.2.2.5.3, modified]**
- 2.10.2.5.5. Upon request by KMC, Sprint will provide support for managed 'hot' cuts, defined as the highest level of service coordination and may require Sprint to dispatch a technician to the end user's premise for the coordinated conversion. Additional charges may apply as defined in the Pricing Table One of the Agreement, where the normal service provisioning process does not require dispatch of a technician. These charges shall be non-discriminatory, cost based rates not more than what Sprint would charge itself or any other Carrier or Sprint Affiliate.
- 2.10.2.5.6. Any request made by KMC to coordinate conversions after normal working hours, or on Saturday's or Sunday's or Sprint holidays shall be performed at KMC's expense.
- 2.10.2.5.7. When Sprint fails to meet the timeframes specified herein for a number port or coordinated cutover, the management of a rescheduled cutover shall be escalated a level of Sprint management higher than the level assigned on the failed cutover. Failure of Sprint to meet the timeframes specified herein for three (3) consecutive number ports and coordinated cutovers, shall constitute a chronic performance problem which shall be addressed and resolved pursuant to §1.3 of this Part I.
- 2.10.2.5.8 For subscriber conversions not requiring coordinated cut-over activities, Sprint will provide a notification when the physical wirework is completed, which shall be at least thirty (30) minutes prior to the designated conversion time. This notification will allow KMC to ensure minimal end user loss of service, provided that

KMC promptly sends the activate message to NPAC to port the number.

- 2.10.2.6. A general Letter of Agency (LOA) initiated by KMC or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by KMC or Sprint. KMC and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint regarding an unauthorized PLC or PIC record change where there is a finding that the change was unauthorized, such Party shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.
- 2.10.3. Intercept Treatment and Transfer Service Announcements. Sprint shall provide unbranded intercept treatment and transfer of service announcements to KMC's subscribers. Sprint shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Sprint subscribers for all service disconnects, suspensions, or transfers.
- 2.10.4. Desired Due Date
  - 2.10.4.1. KMC shall specify on each order the Desired Due Date ("DDD"). Sprint shall not complete the order prior to the DDD, unless authorized by KMC.
  - 2.10.4.2. If the DDD falls after the agreed upon standard order completion interval, Sprint shall use the DDD as the order due date.
  - 2.10.4.3. Sprint shall supply KMC with due date intervals to be used by KMC personnel to determine service installation dates.
  - 2.10.4.4. Subsequent to an initial order submission, KMC may request a new/revised due date that is earlier than the minimum defined interval.
  - 2.10.4.5. Any special or preferred scheduling options available, internally or externally to Sprint, for ordering and provisioning services shall also be available to KMC.
  - 2.10.4.6. Sprint shall use best efforts to complete orders by the KMC requested DDD within agreed upon intervals and performance measures, if any, and shall provide proactive notification if Sprint makes a change in the DDD.

2.10.4.7. Expedite charges may apply when KMC is requesting expedite service from Sprint to meet a due date earlier than the standard interval and the service is delivered on a date earlier than the standard interval. The appropriate field on the ASR/LSR will be populated by KMC. No expedite charges will apply if KMC's clean and accurate order submit date and the delivery date are within standard intervals.

#### 2.10.5. Subscriber Premises Inspections and Installations

2.10.5.1. KMC shall perform or contract for all KMC's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.

2.10.5.2. Sprint shall provide KMC with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own customers.

#### 2.10.6. Firm Order Confirmation (FOC)

2.10.6.1. Sprint shall provide to KMC, a Firm Order Confirmation (FOC) for each KMC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.

2.10.6.2. For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.

2.10.6.3. Sprint shall provide to KMC the date that service is scheduled to be installed.

2.10.6.4. When available, Sprint and KMC shall work together to implement Sprint's 'Intelligent FOC' process.

#### 2.10.7. Order Rejections

2.10.7.1. Sprint shall reject and return to KMC any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions. When an order is rejected, Sprint shall provide notification pursuant to the terms of this Agreement and, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall not reject any orders because the Desired Due Date conflicts with published Sprint order provisioning interval requirements.

2.10.7.2. Upon request, Sprint shall inform KMC by telephone of

any minor administrative order errors which can be immediately corrected by KMC and resubmitted.

2.10.7.3. Sprint shall provide to KMC reasonable advance notification as soon as practicable of any jeopardy situations prior to the committed due date, missed appointments and any other delay or problem in completing work specified on KMC's service order as detailed on the FOC.

2.10.7.4. Pending or No Facilities. Consistent with the FCC's Order in Docket No. CC 01-228, *In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers* ("Triennial Review Order"), Sprint will perform routine modifications to fulfill KMC orders in the same manner it does so for its own customers. In accordance with the Triennial Review Order, Sprint may designate an order as "Pending" or "No Facilities" when KMC's order requires the construction of a new local loop from scratch by trenching or pulling cable. Sprint shall provide notification of Pending or No Facilities orders, within two (2) business days of order receipt and shall specify whether the orders are rejected due to "pending" facilities, "no" facilities or additional construction required. Sprint shall include verification that all equipment and facility options have been reviewed for availability to provision the requested service, including without limitation, spare or retired copper facilities, next generation equipment and availability of spare timeslots on channel banks. Further Sprint shall make available, where technically feasible, alternative service options to provide services by the requested due date, including but not limited to Resale services at UNE rates or spare channels on a digital DS1. Such alternatives shall be subject to joint KMC-Sprint technical discussion and review. Following such review, KMC will make the final decision to proceed with a service provisioning alternative.

#### 2.10.8. Service Order Changes

2.10.8.1. In no event will Sprint change a KMC initiated service order without a new service order directing said change. If an installation or other KMC ordered work requires a change from the original KMC service order in any manner, KMC shall initiate a revised service order. If requested by KMC, Sprint shall then provide KMC an estimate of additional labor hours and/or materials.

2.10.8.1.1. If additional work is completed on a service order, as approved by KMC, the cost of the work performed will be reported promptly to KMC.

2.10.8.1.2. If a service order is partially completed by Sprint, notification to KMC must identify the work that was done and work remaining to be completed.

2.10.8.2. If a KMC subscriber requests a service change at the time of installation or other work being performed by Sprint on behalf of KMC, Sprint, while at the subscriber premises, shall direct the KMC subscriber to contact KMC, and KMC will initiate a new service order.

2.10.9. Intentionally left blank.

2.11. Intentionally left blank.

2.12. Service Suspensions/Restorations. Upon KMC's request through an Industry Standard ("OBF") Suspend/Restore Order, or mutually agreed upon interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.

2.13. Sprint, as underlying service provider, shall provide to KMC information notifying KMC of any services disconnected for non-payment from KMC following notification guidelines as adopted by OBF. In the interim, such notices will be provided for all such disconnects on a daily basis in a format as mutually agreed.

2.14. Order Completion Notification. Upon completion of the requests submitted by KMC, Sprint shall provide to KMC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.

2.15. Specific Unbundling Requirements.

2.15.1. KMC may order and Sprint shall provision unbundled Network Elements either individually or in any combination as provided in Part E of this Agreement utilizing a single order. Unless requested by KMC, Sprint shall not separate Network Elements ordered by KMC that are already combined.

2.15.2. Intentionally left blank.

2.15.3. When KMC orders Network Elements that are currently

connected, Sprint shall ensure such Network Elements remain connected and functional without any disconnection or disruption, unless KMC specifies otherwise.

2.15.4. When ordering a combination, KMC shall have the option of ordering all features, functions and capabilities of each Network Element.

2.15.5. Sprint shall provision all requested features, functions, and capabilities of the Switch and other Network Elements requested by KMC which include, but are not limited to:

2.15.5.1. The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to Sprint's subscribers, such as telephone numbers, white page listing, and dial tone; and

2.15.5.2. All other features that the Switch is capable of providing to the extent that Sprint offers such services and features in that switch, including, but not limited to, custom calling, custom local area signaling service features, and CENTREX, as well as any Technically Feasible customized routing functions provided by the Switch.

2.15.6. Sprint shall provide appropriate technical assistance to ensure compatibility between Network Elements ordered by KMC.

2.16. Systems Interfaces and Information Exchanges

2.16.1. General Requirements

2.16.1.1. Sprint shall provide to KMC a real-time Electronic Interface(s) (i.e. IRES or equivalent) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services.

2.16.1.2. When the Sprint Electronic Interface (i.e. IRES or equivalent) is unavailable, Sprint agrees that the NEAC or similar function will accept CLEC manual orders at the same price as electronic orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by CLEC and Sprint.

- 2.16.1.3. Upon request, Sprint shall provide to KMC a list of all IntraLATA and InterLATA carriers available for subscriber selection on a Central Office level.
- 2.16.1.4. Upon request, Sprint shall provide to KMC a listing at the street address level of the service coverage area of each Switch CLLI.
- 2.16.2. The preordering Electronic Interface (i.e. IRES or equivalent) shall include on line access by KMC to Customer Service Records ("CSRs"). When access to CSRs is not available through the electronic interface, Sprint shall provide a faxed copy of the CSR as soon as practicable, at no additional charge.
- 2.16.3. For any KMC subscriber Sprint shall provide, subject to applicable law, rule or regulation, KMC with access to Customer Proprietary Network Information ("CPNI") without requiring KMC to produce a signed LOA, based on KMC's blanket representation that subscriber has authorized KMC to obtain such CPNI.
  - 2.16.3.1. Information shall be in an industry defined format, or as mutually agreed by the Parties. Sprint shall provide to KMC an electronic interface (i.e. IRES or equivalent) to Sprint subscriber information. Such systems will allow KMC to obtain the subscriber profile, including subscriber name, billing and service addresses, billed telephone number(s), and identification of features and services on the subscriber accounts. The preordering Electronic Interface (i.e. IRES or equivalent) includes the provisioning of CPNI from Sprint to KMC. The Parties agree to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties and the use of that information by the requesting party.
    - 2.16.3.1.1. When access to CPNI is not available through the electronic interface, Sprint shall provide a faxed copy of the CPNI as soon as practicable, at no additional charge.
  - 2.16.3.2. Each Party will maintain appropriate documentation of end user permission supporting such Party's request for CPNI in accordance with Applicable Rules.
  - 2.16.3.3. The Party disclosing CPNI may at any time require the Party requesting CPNI to provide copies of the evidence of end-user permission supporting any request for CPNI, if

and to the extent that the first Party has reason to believe, in good faith, that the other Party may have requested CPNI without appropriate end-user permission. (By way of example and not of limitation, the Parties acknowledge that such reason would exist in the case of an end-user complaint reflecting an unauthorized local service change). The Party requested to provide evidence of end-user permission will provide it to the other Party within five (5) business days of its receipt of the request.

2.16.3.4. If a Party is not able to provide evidence of end-user permission for ninety-five percent (95%) of the end users, assuming a minimum of 50 applicable CPNI requests, pursuant to 2.3.2.3.3 above, the other Party may give notice to such Party that it is in breach of this Agreement. The Party so notified shall have thirty (30) days or longer as the Parties may agree to remedy the discrepancy in its procedures that resulted in the breach (or such longer period as the Parties may agree, such agreements not to be unreasonably withheld).

2.16.3.5. In the event that KMC does not remedy a discrepancy described in paragraph 2.3.2.3.5 within the period specified in that paragraph, Sprint may, subject to paragraph 2.3.2.3.9, disconnect the preordering electronic interface between the Parties. Prior to any such termination Sprint will give reasonable advance notice to KMC of its intent to terminate the interface, and will provide KMC with Sprint's manual interim systems and procedures.

2.16.3.6. In the event that Sprint has disconnected the preordering electronic interface (i.e. IRES or equivalent) to KMC pursuant to the preceding paragraph, Sprint will promptly review and accept or reject evidence provided by KMC of any remedy effected by KMC, and will promptly reconnect such preordering electronic interface upon Sprint's review and acceptance of such evidence.

2.16.3.7. If KMC and Sprint do not agree that KMC requested CPNI for a specific end user, or that Sprint has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Dispute Resolution process.

#### 2.16.4. Ordering and Provisioning for Resale Services

2.16.4.1. Upon KMC's request, Sprint shall provide to KMC, as soon as practicable, a list of all current service offerings by



Switch location, which are Technically Feasible and available.

- 2.16.4.2. When available per Electronic Interface Implementation Plan, Sprint shall provide to KMC a real-time Electronic Interface (i.e. IRES or equivalent) to Sprint information systems to allow KMC to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.
- 2.16.4.3. When available, Sprint shall provide to KMC an Electronic Interface (i.e. IRES or equivalent) to schedule dispatch and installation appointments at Parity.
- 2.16.4.4. When available, Sprint shall provide to KMC an Electronic Interface (i.e. IRES or equivalent) to Sprint subscriber information systems which will allow KMC to determine if a service call is needed to install the line or service at Parity.
- 2.16.4.5. When available, Sprint shall provide to KMC an Electronic Interface (i.e. IRES or equivalent) to Sprint information systems which will allow KMC to provide service availability dates at Parity.
- 2.16.4.6. When available, Sprint shall provide to KMC an Electronic Interface (i.e. IRES or equivalent) which transmits status information on service orders at Parity. Until an Electronic Interface is available, Sprint agrees that Sprint will provide proactive status on service orders at the following critical intervals: acknowledgment, firm order confirmation, and completion according to interim procedures to be mutually developed.

**2.16.5. Ordering and Provisioning for Unbundling [This section, MCIm, Att 8, 2.3.3]**

- 2.16.5.1. Upon KMC's request, Sprint shall provide to KMC as soon as reasonable a listing of all technically available functionalities for Network Elements.
- 2.16.5.2. KMC may request engineering design and layout information for Network Elements where applicable.
- 2.16.5.3. When available, Sprint shall provide to KMC an electronic interface (i.e. IRES or equivalent) which will allow KMC to determine service due date intervals, schedule appointments, and adjust pending order due dates as provided to similarly-situated Sprint subscribers.
- 2.16.5.4. To the extent Sprint has such information, Sprint shall provide to KMC upon request, advance information of the details and requirements for planning and implementation of NPA splits at least six (6) months prior to implementation of the split.
- 2.16.5.5. Sprint shall provide to KMC information on charges associated with special construction. Until real-time, electronic interface (i.e. IRES or equivalent) is available, Sprint agrees that Sprint will notify KMC of any charges associated with necessary construction.
- 2.16.5.6. Intentionally left blank.

**2.17. Standards**

- 2.17.1. General Requirements. KMC and Sprint shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

2.18. For service requests, the Parties will use an Access Service Request ("ASR"), or a Local Service Request ("LSR"), which ever is applicable for the service being requested. Sprint will process and complete service requests at such intervals for FOC returns in accordance with Applicable Law. Intervals for installation of Services shall be in accordance with Applicable Law. Notwithstanding the foregoing, Sprint shall not provide FOC returns or provision installations at intervals greater than what it provides for itself or third parties.

2.19. Intentionally left blank.

### **3. BILLING AND RECORDING**

This §3 describes all the requirements for each Party to bill and record all charges the other Party incurs for purchasing services under this Agreement.

3.1. Procedures.

- 3.1.1. Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint and KMC will review any changes to industry standards.
- 3.1.2. Sprint shall record, where Technically Feasible, and bill in accordance with this Agreement those charges KMC incurs as a result of KMC purchasing from Sprint services as set forth in this Agreement (hereinafter "connectivity charges").
- 3.1.3. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the connectivity charges. Sprint shall format each bill for connectivity charges (hereinafter "connectivity bill") in accordance with the CABS or SECAB standard. BOS releases shall be implemented within the industry determined implementation windows or other mutually agreed time frames.
- 3.1.4. Sprint shall bill KMC for each service supplied by Sprint to KMC pursuant to this Agreement at the rates set forth in this Agreement.
  - 3.1.4.1. Each service purchased by KMC shall be assigned a separate and unique billing code and such code shall be provided to KMC on each connectivity bill in which charges for such services appear. Each such billing code shall enable KMC to identify the service as ordered by KMC.
  - 3.1.4.2. Each connectivity bill shall set forth the quantity and description of each such service provided and billed to KMC. All connectivity charges billed to KMC shall indicate the state from which such charges were incurred.
- 3.1.5. Measurement of usage based connectivity charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types shall be totaled for the entire monthly bill cycle and then rounded to the next whole minute.
- 3.1.6. Sprint shall provide to KMC at no additional charge a single point of contact for interconnection at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.1.7. Sprint shall provide to KMC at no additional charge a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.1.8. Upon the request of either Party, the other Party shall provide the

requesting Party written notice of which form of the monthly connectivity bill is to be deemed the official bill to assist the Parties in resolving any conflicts that may arise between the official bill and another form of bill received via a different media which purportedly contain the same charges as are on the official bill.

- 3.1.9. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.
- 3.1.10. When sending connectivity bills via electronic transmission, to avoid transmission failures or the receipt of connectivity billing information that cannot be processed, KMC shall provide Sprint process specifications. Sprint shall comply with KMC's processing specifications when Sprint transmits connectivity billing data to KMC. KMC shall provide to Sprint notice if a connectivity billing transmission is received that does not meet KMC's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to KMC, at Sprint's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions shall be thirty-five (35) days when interim, non-industry standard billing is employed and thirty (30) days when permanent, industry standard billing is employed from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Part I.
- 3.1.11. Sprint shall deliver to a location specified by KMC, billing information via Network Data Mover ("Connect:Direct"), CD-ROM or paper, as agreed to by KMC and Sprint. In the event of an emergency, system failure or other such condition which prevents Sprint from transmitting via Connect:Direct, Sprint shall notify KMC of such difficulties. Sprint shall deliver to a location specified by KMC billing information via magnetic tape or paper, as agreed to by KMC and Sprint. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or overnight delivery and which contain connectivity billing data shall not be returned to the sending Party.
- 3.1.12. Subject to the terms of this Agreement, including without limitation subsections 3.1.13 and 3.1.15 of this Part I, the Party receiving a bill shall pay the Party sending the bill within thirty (30) calendar days from the bill date, or the due date on the bill, whichever is later. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the

next business day.

3.1.13. Billed amounts which are being investigated, queried, or for which claims have or may be filed are not due for payment until such investigations, claims or queries have been fully resolved by both KMC and Sprint.

3.1.14. The Parties will assess late payment charges equal to the lesser of 1.5% per month of the balance due or the maximum allowed by law, until the amount due including late payment charges is paid in full.

3.1.15. Billing Disputes.

3.1.15.1. No claims, under this Agreement, shall be brought for disputed amounts more than twelve (12) months from the date of occurrence which gives rise to the dispute.

3.1.15.2. Under this §3.1.15, if any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within forty five (45) days of the invoice receipt or the identification of such billing discrepancy, give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item, including but not limited to (i) the date of the bill in question, (ii) the account number or other identification of the bill in question, such as CBA/ ESBA/ASBS or BAN (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that the Non-Paying Party disputes the billed amount.

3.1.15.2.1. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

3.1.15.2.2. Notwithstanding the foregoing, a failure to provide notice of a dispute within forty-five (45) days of the receipt of invoice shall not preclude either Party from subsequently challenging billed charges under this §3.1.15.2.

3.1.15.3. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business, including appropriate management escalations, within forty-five (45) days after delivery to the Billing Party of

notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.

3.1.15.4. If the Parties are unable to resolve the dispute within forty-five (45) days after the Parties' appointment of designated representatives pursuant to §3.6.2, then either Party may file a complaint with the Commission pursuant to Article 22 of Part B of this Agreement to resolve such issues or proceed with any other remedy pursuant to law or equity.

3.1.15.5. If the Non-Paying Party disputes any charges and the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:

3.1.15.5.1. the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;

3.1.15.5.2. the Non-Paying Party shall pay the Billing Party that portion of the Disputed Amounts resolved in favor of the Billing Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the Dispute.

3.1.16. Sprint shall credit KMC for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.

3.1.17. If either Party fails to pay by the Bill Due Date as established under §3.1.12 of this Part I, any and all undisputed charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing pursuant

to the timeframes and procedures identified herein that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.

3.1.17.1. With respect to Resale Services and Network Elements, Sprint will notify KMC of any Unpaid Charges that remain unpaid thirty (30) calendar days after the Bill Due Date and that KMC must remit payment within thirty (30) calendar days following receipt of Sprint's notice.

3.1.17.2. If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take the following actions not later than thirty (30) calendar days following receipt of the Billing Party's notice of Unpaid Charges:

3.1.17.2.1. notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in § 3.1.15 of this Agreement, together with the reasons for its dispute; and

3.1.17.2.2. pay to the Billing Party all undisputed Unpaid Charges.

3.1.17.3. If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed sixty (60) calendar days past the Bill Due Date, Sprint shall notify KMC in writing that unless all Unpaid Charges for Resale Services and Network Elements are paid within thirty (30) calendar days following KMC's receipt of such notice, the Resale Services and/or Network Elements furnished to KMC under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) may be disconnected at Sprint's option.

3.1.17.3.1. On the same day that Sprint sends the letter required by §3.1.17.3, if KMC has not satisfied unpaid, undisputed charges, Sprint will suspend acceptance of any new order and completion of any pending order (other than a disconnect order) from KMC for any Resale Service or Network Element that could be furnished under this Agreement.



- 3.1.17.4. Notwithstanding any other provision in this Agreement, only services with unpaid, undisputed charges may be disrupted or disconnected. Under no circumstances may services be disconnected or disrupted for non-payment of charges that are currently in dispute. Further the Parties agree that these procedures for Unpaid Charges will be invoked only after the Billing Party has confirmed the Billed Party has received an invoice for the services with a Bill Due Date established pursuant to §3.1.12 of this Part I.
    - 3.1.18. Intentionally left blank.
    - 3.1.19. Intentionally left blank.
    - 3.1.20. Intentionally left blank.
    - 3.1.21. Intentionally left blank.
    - 3.1.22. Sprint shall establish a switched access meet point billing arrangement with KMC. This arrangement will include tandem routed IXC calls and IXC calls routed through a line that is ported via Remote Call Forward ("RCF") or FLEX DID from Sprint to KMC. **[MCIm, Att 8, 3.1.25]**
      - 3.1.22.1. KMC will bill for carrier common line, local switching, RIC, and its portion of the transport charges for tandem routed IXC calls. For lines that are ported from Sprint to KMC, Sprint will bill only transport charges. KMC will bill for all other applicable access charges.
      - 3.1.22.2. The Parties will provide all necessary switched access records to each other for access billing at no charge.
- 3.2. Information Exchange and Interfaces Where Parties have established interconnection, Sprint and the KMC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and CLEC will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and CLEC agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge). **[MCIm Att 8, Section 3.2 and as follows, except where noted]**
  - 3.2.1. Sprint shall provide KMC a monthly connectivity bill that includes all connectivity charges incurred by and credits and/or adjustments due to KMC for those services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Sprint shall issue Connectivity Bills on a monthly basis and the billing

cycle shall be on a calendar basis as agreed to by the Parties. Each connectivity bill provided by Sprint to KMC shall include:

**[MCIm, modified so the Parties can agree to the billing cycle and content]**

- 3.2.1.1. All non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to the day before the next bill date;
- 3.2.1.2. Any known unbilled non-usage sensitive charges for prior periods;
- 3.2.1.3. Unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date;
- 3.2.1.4. Any known unbilled usage sensitive charges for prior periods and
- 3.2.1.5. Any known unbilled adjustments.
- 3.2.2. The Bill Date must be present on each bill transmitted by the Parties, and must be a valid calendar date and not more than ninety (90) days old. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceeding the bill date. However, both Parties recognize that situations exists that would necessitate billing beyond the one year limit as permitted by law. These exceptions include;
  - orders by a State or Federal Commission
  - charges connected with jointly provided services were by meet point billing guidelines require either Party to rely on records provided by a third Party.
  - charges incorrectly billed due to error in or omission of customer provided data such as PLU or PIU factors or other ordering data.
- 3.2.3. On each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/InterLATA, intrastate, or intrastate/IntraLATA. Sprint shall provide from and through dates for charges rendered on all connectivity bills.
- 3.2.4. Intentionally left blank.
- 3.2.5. Sprint and KMC shall issue all connectivity bills in accordance with the terms and conditions set forth in this Section 3. On connectivity bills that Sprint renders to KMC, BANs shall be

thirteen (13) character alpha/numeric and there shall only be one (1) BAN per LATA per connectivity type. The bill date shall be the same day, month-to-month. Each Party shall provide the other Party with at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties shall provide one (1) connectivity billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month-to-month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All connectivity bills must be received by the other Party no later than ten (10) calendar days from bill date and at least thirty (30) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any connectivity bill received on a Saturday, a Sunday or a day designated as a bank holiday will be deemed received the next business day. If either Party fails to receive connectivity billing data and information within the time period specified above, the payment due date will be extended by the number of days that such receipt has been delayed. **[modified to show by connectivity type]**

3.2.6. Sprint shall issue all connectivity bills containing such billing data and information in accordance with the most current version of CABS/SECABS published by Telcordia, or its successor, or such later versions as are adopted by Telcordia, or its successor, as agreed to by the Parties pursuant to subsection 3.1.1 herein.

3.2.7. Upon implementation of the electronic interface, Sprint and KMC agree that each Party shall transmit connectivity billing information and data in the appropriate CABS or SECAB format electronically via Connect:Direct to the other Party at the location specified by such Party. The Parties shall mutually agree to the technical specifications and responsibilities for transmission. KMC will supply to Sprint its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than thirty (30) calendar days before the changes take effect. **[modified to recognize the electronic interface is not yet implemented]**

3.2.8. In emergency situations, Sprint shall provide billing information in a CABS CD-ROM format which has previously been agreed to by the Parties. Notwithstanding the foregoing, either Party may request modification of these procedures from time to time. **[Modified, tapes are not used]**

3.3. Standards. **[MCI, Att 8, 3.3 in the following, except where noted as modified]**

- 3.3.1. Sprint shall provide notice to KMC at least ninety (90) days prior to any change in existing formats or change to a different mechanized format (*i.e.*, CABS or SECAB). Sprint shall send to KMC connectivity bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment at least thirty (30) days prior to such change. Sprint agrees that it shall not send to KMC bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection.
- 3.3.2. During the testing period, Sprint shall transmit to KMC connectivity billing data and information via paper or tape as specified by KMC. Test tapes shall be sent to a KMC-specified location.
- 3.3.3. Sprint agrees that if it transmits data to KMC in a mechanized format, Sprint shall also comply with the following specifications which are not contained in CABS or SECAB guidelines but which are necessary for KMC to process connectivity billing information and data:
  - 3.3.4. The bill date shall not contain spaces or non-numeric values.
    - 3.3.4.1. Each connectivity bill must contain at least one (1) detail record.
    - 3.3.4.2. Any “from” date should be less than the associated “thru” date and neither date can contain spaces.
    - 3.3.4.3. The invoice number must not have embedded spaces or low values.
  - 3.3.5. Sprint agrees that in order to ensure the proper performance and integrity of the entire connectivity billing process, Sprint shall be responsible and accountable for transmitting to KMC an accurate and current bill. Sprint agrees to work with KMC to identify and implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by KMC.
- 3.4. Revenue Protection. Sprint shall make available to KMC, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits ‘29’ and ‘70’ which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific

line numbers, and the capability to require end-user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS, which include, but are not limited to, line information data base fraud monitoring systems, high toll notifiers, SS7 suspect traffic alerts, AMA suspect traffic alerts, *etc.* Uncollectible or unbillable revenues resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error. **[MCIm, Att 8, 3.4.1]**

- 3.5. Sprint shall offer rates to KMC in a non-discriminatory manner in accordance with Part B, §§ 2, 13 and 23. Sprint must be able to bill any contracted rate in the Agreement within sixty (60) days, or two (2) bill cycles, of the rate change, Agreement or amended Agreement, with true-up completed within ninety (90) calendar days following the effective date of such rate change, Agreement or amended Agreement. If system changes are required to implement the new rates, the Parties agree to negotiate a mutually agreeable timeframe for the changes to be implemented. As part of that negotiation and prior to the change taking place, the Parties will agree upon a true-up timeframe, unless otherwise ordered by a State or Federal Commission.
- 3.6. Intentionally left blank.

#### 4. **PROVISION OF SUBSCRIBER USAGE DATA**

- 4.1. This § 4 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Part I) to KMC and for information exchange regarding long distance billing. The parties agree to record call information for interconnection in accordance with this § 4. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber. Sprint shall record for KMC the messages that Sprint records for and bills to its end users. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday business days in EMI format via CDN, or provided on a cartridge or CD. Sprint and CLEC agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.
- 4.2. General Procedures
  - 4.2.1. Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.

- 4.2.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.
- 4.2.3. Sprint shall record all usage originating from KMC subscribers using resold services ordered by KMC, where Sprint records those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:
  - 4.2.3.1. Completed calls.
  - 4.2.3.2. Use of CLASS/LASS/Custom Features.
  - 4.2.3.3. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with §4.2.7.
  - 4.2.3.4. Calls to Directory Assistance where Sprint provides such service to a KMC subscriber.
  - 4.2.3.5. Calls completed via Sprint-provided Operator Services where Sprint provides such service to KMC's local service subscriber and where Sprint records such usage for its subscribers using Industry Standard Telcordia EMI billing records.
  - 4.2.3.6. For Sprint-provided Centrex Service, station level detail which shall include complete call detail and complete timing information.
  - 4.2.3.7. Intentionally left blank.
- 4.2.4. Retention of Records. Sprint shall maintain a machine readable back-up copy of the message detail provided to KMC for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint shall provide any data back-up to KMC upon the request of KMC. If the forty-five (45) day has expired, Sprint may provide the data back-up at KMC's expense.
- 4.2.5. Sprint shall provide to KMC Recorded Usage Data for KMC subscribers. Sprint shall not submit other CLEC local usage data as part of the KMC Recorded Usage Data.

- 4.2.6. Sprint shall not bill directly to KMC subscribers any recurring or non-recurring charges for KMC's services to the subscriber except where explicitly permitted to do so within a written agreement between Sprint and KMC.
  - 4.2.7. Billing of 900 service calls shall be determined by the Implementation Team as described in Part B Section 32.
  - 4.2.8. Sprint shall provide Recorded Usage Data to KMC billing locations as designated by KMC.
  - 4.2.9. Sprint shall provide a single point of contact to respond to KMC call usage, data error, and record transmission inquiries.
  - 4.2.10. Sprint shall provide KMC with a single point of contact and remote identifiers (IDs) for each sending location.
  - 4.2.11. KMC shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.
  - 4.2.12. When KMC utilizes Sprint's local switching services and needs subscriber usage data in order to bill its end-users, Sprint shall bill and KMC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in this Agreement.
- 4.3. Charges
- 4.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
  - 4.3.2. Sprint will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).
  - 4.3.3. Sprint will deliver a monthly statement for wholesale services in the medium (e.g.: NDM, paper, cartridge or CD-ROM) requested by KMC as follows:
    - 4.3.3.1. Invoices will be provided in a standard Carrier Access Billing format or other such format as Sprint may determine;
    - 4.3.3.2. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry

format will be exchanged daily or at other mutually agreed upon intervals, and KMC will pay Sprint for providing such call detail at the rates contained in Table One of this Agreement;

- 4.3.3.3. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;
  - 4.3.3.4. Sprint agrees to provide information on the end-user's selection of special features where Sprint maintains such information (e.g.: billing method, special language) when KMC places the order for service;
  - 4.3.3.5. Monthly non-usage sensitive recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.
  - 4.3.3.6. Neither Party shall bill for recording or rating usage data. The Parties shall bill each other for data transmission and/or tape charges using tariff rates, if any, or at the rates contained in Table One of this Agreement. Each Party shall also bill for additional copies of the monthly invoices.
- 4.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days. Central Clearinghouse & Settlement
- 4.4.1. Sprint and KMC shall agree upon Clearinghouse and Incollect/Outcollect procedures.
  - 4.4.2. Sprint shall settle with KMC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.
- 4.5. Lost Data
- 4.5.1. Loss of Recorded Usage Data. KMC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to KMC. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from KMC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and KMC. This estimate shall be used to adjust amounts KMC owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.



- 4.5.2. Partial Loss. Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in §4.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
  - 4.5.3. Complete Loss. When Sprint is unable to recover data as discussed in §4.5.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
  - 4.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message ("arpm") agreed to by KMC and Sprint to the estimated message volume for messages for which usage charges apply to KMC's subscriber to arrive at the estimated lost revenue.
  - 4.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss
  - 4.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Sprint shall use volumes from the two (2) preceding Sundays.
  - 4.5.7. If the loss occurs on Mother's day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of KMC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.
  - 4.5.8. KMC may also request data be provided that has previously been successfully provided by Sprint to KMC. Sprint shall re-provide such data, if available, at KMC's expense in accordance with the rates in Table One of this Agreement.
- 4.6. Testing, Changes and Controls

- 4.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by KMC and Sprint pursuant to the Implementation Plan as described in PART B.
- 4.6.2. Control procedures for all usage transferred between Sprint and KMC shall be available for periodic review. This review may be included as part of an Audit of Sprint by KMC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Sprint and KMC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by KMC and Sprint.

4.6.3. Sprint Software Changes

4.6.3.1. When Sprint plans to introduce any software changes which impact the format or content structure of the usage data feed to KMC, designated Sprint personnel shall notify CLEC no less than ninety (90) calendar days before such changes are implemented.

4.6.3.2. Sprint shall communicate the projected changes to KMC's single point of contact so that potential impacts on KMC processing can be determined.

4.6.3.3. KMC personnel shall review the impact of the change on the entire control structure. KMC shall negotiate any perceived problems with Sprint and shall arrange to have the data tested utilizing the modified software if required.

4.6.3.4. If it is necessary for Sprint to request changes in the schedule, content or format of usage data transmitted to KMC, Sprint shall notify KMC.

4.6.4. KMC Requested Changes:

4.6.4.1. KMC may negotiate changes in the schedule, content, format of the usage data transmitted from Sprint.

4.6.4.2. When the negotiated changes are to be implemented, KMC and/or Sprint shall arrange for testing of the modified data in a post conversion test plan designed to encompass all types of changes to the usage data transferred by Sprint to KMC and the methods of transmission for that data.

4.6.5. Intentionally left blank.

4.6.6. Intentionally left blank.

4.6.7. Intentionally left blank.

4.6.8. **Intentionally left blank.**

4.7. Information Exchange and Interfaces

4.7.1. Core Billing Information [MCIm, Att 8, 4.2.1]

4.7.1.1. Recorded Usage Data all IntraLATA toll and local usage. Sprint shall transmit to KMC unrated EMR records associated with all IntraLATA toll and local usage which it records on KMC's behalf, where in the case of resale Sprint records and bills such usage for itself, with the exception of

"976", "N11" and alternate -billed service. Any category, group and/or record types approved in the future for Sprint shall be included if they fall within the definition of local service resale. KMC shall be given notification thirty (30) days prior to implementation of a new type, category and/or record.

4.7.1.2. KMC and Sprint shall agree upon the types of rated EMR records that Sprint shall send to KMC.

4.7.1.3. Data Delivery Schedules. Data shall be delivered to KMC by Sprint daily (Monday through Friday), unless otherwise negotiated, based on Sprint's operational processes. KMC and/or Sprint data center holidays are excluded. Sprint and KMC shall exchange schedules of designated data center holidays.

4.7.2. Product/Service Specific. Sprint shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Sprint's offering and are provided for Sprint's subscribers on a per usage basis.

4.7.3. Emergency Information

4.7.3.1. Intentionally left blank.

4.7.3.2. Sprint shall comply with the most current industry standards when emergency data is transported to KMC on tape or cartridge via a courier. The data shall be in variable block.

4.7.4. Rejected Recorded Usage Data

4.7.4.1. Upon agreement between KMC and Sprint, messages that cannot be rated and/or billed by KMC may be returned to Sprint via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Sprint in their original EMI format utilizing standard EMI return codes.

4.7.4.2. Sprint must return EMR/EMI records to IXC's with the OBF standard message reject code which indicates that Sprint no longer serves the end user and which includes the OCN/Local Service Provider ID of the new LEC/Reseller serving the end user.

4.7.4.3. Sprint may correct and resubmit to CLEC any messages returned to Sprint. Sprint will not be liable for any records

determined by Sprint to be billable to a CLEC end user. CLEC will not return a message that has been corrected and resubmitted by Sprint, unless it is resubmitted in error. Sprint will only assume liability for errors and unguideables caused by Sprint.

- 4.7.4.4. Rejected messages or invoices shall be returned to KMC in accordance with procedures and time frames already established between Sprint and KMC.

#### 4.7.5. Interfaces

- 4.7.5.1. When available, Sprint shall transmit formatted Recorded Usage Data to KMC via Connect:Direct as designated by KMC.
- 4.7.5.2. KMC shall notify Sprint of resend requirements if a pack or entire data set must be replaced due to pack rejection, damage in transit, data set name failure, *etc.*
- 4.7.5.3. Critical edit failure on the pack header or pack trailer records shall result in pack rejection (*e.g.*, detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by KMC within one (1) business day of processing. Rejected packs shall be corrected by Sprint and retransmitted to KMC within twenty-four (24) hours or within an alternate time frame negotiated on a case-by-case basis.
- 4.7.5.4. A pack shall conform with the approved OBF standards.

#### 4.7.6. Formats and Characteristics [MCIm, Att 8, 4.2.6]

- 4.7.6.1. Intentionally left blank.
- 4.7.6.2. Intentionally left blank.
  - 4.7.6.2.1. Intentionally left blank.

4.7.6.3. Sprint shall comply with the most current version of Telcordia standard practice guidelines for formatting EMI records.

4.7.6.4. Intentionally left blank.

4.7.6.5. Intentionally left blank.

4.7.6.6. Intentionally left blank.

4.7.6.7. Intentionally left blank.

**4.7.7. Controls [MCIm, Att 8, 4.2.7] Sprint, status of conversion**

4.7.7.1. KMC and Sprint shall jointly test and certify the Connect:Direct interface to ensure the accurate transmission and receipt of Recorded Usage Data.

4.7.7.2. Sprint shall implement the industry standard header and trailer records. **[modified from MCIm]**

4.7.7.3. Intentionally left blank.

4.7.7.4. Intentionally left blank.

4.7.7.5. Intentionally left blank.

4.7.7.6. Intentionally left blank.

4.7.7.7. Sprint agrees to provide KMC information on a subscriber's selection of billing method, special language billing, and other billing options at Parity with information maintained for Sprint subscribers.

4.7.7.8. Intentionally left blank.

4.8. Intentionally left blank..

**5. GENERAL NETWORK AND MAINTENANCE REQUIREMENTS [SOME KMC INTERNAL REVIEW CONTINUING]**

5.1. Sprint shall provide repair, maintenance, testing and surveillance for all Telecommunications Services and unbundled Network Elements and combinations in accordance with the terms and conditions of this Agreement.

5.2. During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity.

5.3. Sprint shall provide, initially on a regional basis, and subsequently on a national basis, a Single Point of Contact ("SPOC") for KMC to report

telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.

- 5.4. Sprint shall provide KMC its maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 5.5. KMC shall handle all interaction with KMC subscribers including all calls regarding service problems, scheduling of technician visits, and notifying the subscriber of trouble status and resolution, except any interactions required by on-site technicians.
- 5.6. Sprint shall cooperate with KMC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 5.7. All Sprint employees or contractors who perform repair service for KMC subscribers shall follow Sprint standard procedures in all their communications with KMC subscribers. At a minimum these procedures and protocols shall ensure that:
  - 5.7.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers; and
  - 5.7.2. Trouble calls from KMC shall receive response time priority that is equal to that of Sprint subscribers and shall be handled on a "first come first served" basis regardless of whether the subscriber is a KMC subscriber or a Sprint subscriber.
- 5.8. Sprint shall provide CLEC with scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services, Network Elements and combinations provided to KMC under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network.
  - 5.8.1. Sprint shall provide the maximum possible advance notice of any scheduled maintenance activity which may impact KMC's subscribers including a list of all services, elements, features, functions, and capabilities which may be impacted by Sprint maintenance activities.
  - 5.8.2. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, date and time work is scheduled to be completed.
- 5.9. Sprint shall notify KMC of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including any hardware, equipment, software, or system,

providing service functionality which may potentially impact KMC subscribers.

- 5.9.1. Sprint shall provide the maximum advance notice of such non-scheduled maintenance and other planned network activities possible, under the circumstances.
- 5.9.2. Sprint shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise KMC promptly of any such actions it takes.
- 5.10. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance. Such notice will include the existence, location, and source of any emergency network outage potentially affecting the other Party and establishment of a single point of contact responsible for initiating and coordinating the restoration of all services.
- 5.11. Sprint shall provide KMC a detailed description of any and all emergency restoration plans and disaster recovery plans which are in place during the term of this Agreement.
- 5.12. On all misdirected calls from KMC subscribers requesting repair, Sprint shall provide such KMC subscriber with the correct KMC repair telephone number as such number is provided to Sprint by KMC. Once the Electronic Interface is established between Sprint and KMC, Sprint agrees that KMC may report troubles directly to a single Sprint repair/maintenance center for both residential and small business subscribers, unless otherwise agreed to by KMC.
- 5.13. Sprint shall inform KMC of repair completion and trouble reason as soon as practicable, with the objective of making the information available within ten (10) minutes after restoration of Network Elements, or Combinations, and any other trouble reports by KMC.
- 5.14. Intentionally left blank.
- 5.15. Dispatching of Sprint technicians to KMC subscriber premises shall be accomplished by Sprint pursuant to a request received from KMC. KMC shall be able to schedule maintenance appointments in half-day intervals. KMC will have the capability to electronically review trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the subscriber's premises, and verify any actual work completed on the subscriber's premises.
- 5.16. Sprint shall supply KMC with a unique number to identify each KMC initial trouble report opened.
- 5.17. Sprint shall flag a trouble report as a repeat trouble if a prior trouble report



was closed without repairs being performed to the subscriber's satisfaction. For repeat trouble reports, KMC shall have the ability to escalate repair service requests.

- 5.18. Upon establishment of an Electronic Interface, Sprint shall notify KMC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. Until an electronic interface or other system is established, Sprint shall notify KMC via fax notification or other method as the Parties may agree, which shall be acknowledged by KMC. KMC will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists prior to closure.
- 5.19. Sprint shall perform all testing for resold Telecommunications Services.
- 5.20. Sprint shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Sprint shall provide CLEC with the disposition of the trouble.
- 5.21. If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC will bear the cost.
- 5.22. Intentionally left blank,

5.23. Systems Interfaces and Information Exchanges

5.23.1. The Parties agree to work cooperatively to establish real-time electronic interfaces by KMC to Sprint's maintenance systems and databases for trouble management and reporting.

5.23.1.1. Intentionally left blank.

5.23.1.2. Intentionally left blank.

5.23.1.3. Intentionally left blank.

5.23.2. In instances where the electronic gateway is unavailable, Sprint agrees that KMC may report troubles directly to the Sprint repair/maintenance center for residential or business subscribers, unless otherwise agreed to by KMC..

5.23.3. If systems interfaces are temporarily out of service or not yet in place, Sprint shall provide to KMC the ability to obtain the status on open maintenance trouble reports via telephone or by another interface as mutually agreed by the Parties. Sprint agrees to provide the status of residence and small business trouble reports upon KMC's request.

5.23.4. Intentionally left blank.

5.23.5. Sprint agrees to advise KMC of any Central Office failure that is known at the time of any inquiry or trouble report.

5.23.6. Sprint agrees to provide a repair commit time on all residences and small business trouble reports.

5.24. Standards

5.24.1. Intentionally left blank.

5.24.1.1. Intentionally left blank.

5.24.1.2. If additional work is required, Sprint employees or contractors shall call KMC so that KMC can schedule a new appointment with Sprint and subscriber at Parity with the process Sprint uses for its own subscribers.

5.25. Sprint shall provide repair service at Parity with Sprint's provision of repair service to its own subscribers.

5.25.1. Intentionally left blank.

**6. MISCELLANEOUS SERVICES AND FUNCTIONS**

6.1. General

6.1.1. To the extent that Sprint does not provide the services described in this Section 6 to itself, Sprint will use reasonable efforts to facilitate the acquisition of such services for or by KMC through the existing service provider. KMC will contract directly with the service provider for such services.

6.2. General Requirements.

6.2.1. Basic 911 and E911 General Requirements

6.2.1.1. Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

6.2.1.2. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to KMC in accordance with the following:

6.2.1.3. E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the Automatic Location Identification/ Data Management System ("ALI/DMS"), to determine to which Public Safety Answering Point ("PSAP") to route the call.

6.2.1.4. If available, Sprint shall offer a third type of 911 Service, S911. All requirements for E911 also apply to S911 with the exception of the type of signaling used on the interconnection trunks from the local Switch to the S911 tandem.

6.2.1.5. Basic 911 and E911 functions provided to KMC shall be at least at Parity with the support and services that Sprint provides to its subscribers for such similar functionality.

6.2.1.6. Basic 911 and E911 access when KMC purchases Local Switching shall be provided to CLEC in accordance with the following:

6.2.1.6.1. Sprint shall conform to all state regulations concerning emergency services.

6.2.1.6.2. For E911, Sprint shall use its service order process to update and maintain subscriber information in the ALI/DMS. Through this process, Sprint shall provide and validate KMC subscriber information resident or entered into the ALI/DMS.

6.2.1.7. Sprint shall provide for overflow 911 traffic to be routed to Sprint Operator Services or, at KMC's discretion, directly to KMC operator services.

6.2.1.8. Basic 911 and E911 access from the KMC local switch shall be provided to KMC in accordance with the following:

6.2.1.8.1. If required by KMC, Sprint, at KMC's sole expense, shall interconnect direct trunks from the KMC network to the E911 PSAP, or the E911 Tandems as designated by KMC. Such trunks may alternatively be provided by KMC.

6.2.1.8.2. In government jurisdictions where Sprint has obligations under existing agreements as the primary provider of the 911 System to the county (Host SPRINT), KMC shall participate in the provision of the 911 System as follows:

6.2.1.8.2.1. Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.

6.2.1.8.2.2. Host SPRINT shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.

- 6.2.1.8.3. If a third party is the primary service provider to a government agency, KMC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and KMC are totally separate from this Agreement and Sprint makes no representations on behalf of the third party.
- 6.2.1.8.4. If KMC or its Affiliate is the primary service provider to a government agency, KMC and Sprint shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.
- 6.2.1.8.5. Interconnection and database access shall be priced as specified in Table One. **[MCIm, Att 8, 6.2.1.7.5]**
- 6.2.1.8.6. Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 6.2.1.8.7. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with KMC data in an interval at Parity with that experienced by Sprint subscribers.
- 6.2.1.9. Upon request from KMC for new interconnection cities, Sprint shall provide to KMC, no later than five (5) days after the Effective Date of this Agreement, the emergency public agency (*e.g.*, police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXXs for the states in which they provide service.
- 6.2.1.10. Sprint shall transmit to KMC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX's. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- 6.2.1.11. Sprint shall provide to KMC the necessary UNEs for KMC to provide E911/911 services to government agencies. If such elements are not available from Sprint,

Sprint shall offer E911/911 service for resale by KMC to government agencies.

6.2.1.12. The following are Basic 911 and E911 Database Requirements

6.2.1.12.1. The ALI database shall be managed by Sprint, but is the property of Sprint and KMC for those records provided by KMC.

6.2.1.12.2. To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three (3) business days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.

6.2.1.12.3. KMC shall be solely responsible for providing KMC database records to Sprint for inclusion in Sprint's ALI database on a timely basis.

6.2.1.12.4. Sprint and KMC shall arrange for the automated input and periodic updating of the E911 database information related to KMC end users. Sprint shall work cooperatively with KMC to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files that conform to NENA Version #2 format.

6.2.1.12.5. KMC shall assign an E911 database coordinator charged with the responsibility of forwarding KMC end user ALI record information to Sprint or via a third-party entity, charged with the responsibility of ALI record transfer. KMC assumes all responsibility for the accuracy of the data that KMC provides to Sprint.

6.2.1.12.6. KMC shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall update the database within two (2) business days of receiving the data from KMC. If Sprint detects an error in the KMC provided data, the data shall be returned to KMC within two (2) business days from when it was provided to Sprint. KMC shall respond to requests from Sprint to make corrections to

database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.

6.2.1.12.7. Sprint agrees to treat all data on KMC subscribers provided under this Agreement as confidential and to use data on KMC subscribers only for the purpose of providing E911 services.

6.2.1.12.8. Sprint shall adopt use of a KMC Code (NENA standard five-character field) on all ALI records received from KMC. The KMC Code will be used to identify the KMC of record in LNP/INP configurations.

6.2.1.12.9. Sprint shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a Point of Contact for each.

6.2.1.13. The following are basic 911 and E911 Network Requirements

6.2.1.13.1. Sprint, at KMC's option, shall provide a minimum of two (2) E911 trunks per 911 switching entity, or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service. Where applicable these trunks will be dedicated to routing 911 calls from KMC's switch to a Sprint selective router.

6.2.1.13.2. Sprint shall provide the selective routing of E911 calls received from KMC's switching office. This includes the ability to receive the ANI of KMC's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. Sprint shall provide KMC with the appropriate CLLI codes and specifications regarding the Tandem serving area associated addresses and meet-points in the network.

6.2.1.13.3. Sprint will provide to KMC selective router location information necessary to set up its network to route E911 callers to the correct selective router.

6.2.1.13.4. KMC shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. KMC shall also ensure that its switch provides the line number of the calling station. Where applicable, KMC shall send a ten-digit ANI to Sprint when there is an ANI failure the CLEC shall send the Central Office Trunk Group number in the Emergency Service Central Office (ESCO) format.

6.2.1.13.5. Each ALI discrepancy report shall be jointly researched by Sprint and KMC. Corrective action shall be taken immediately by the responsible party.

6.2.1.13.6. Where Sprint controls the 911 network, Sprint should provide KMC with a detailed written description of, but not limited to, the following information:

6.2.1.13.6.1. Geographic boundaries of the government entities, PSAPs, and exchanges as necessary.

6.2.1.13.6.2. LECs rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.

6.2.1.13.6.3. Technical specifications for network interface, Technical specifications for database loading and maintenance.

6.2.1.13.7. Sprint shall identify special routing arrangements to complete overflow.

6.2.1.13.8. Sprint shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. Sprint must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP).

6.2.1.13.9. Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service



includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.

6.2.1.13.10. Sprint shall identify any special operator-assisted calling requirements to support 911.

6.2.1.13.11. Trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures.

6.2.1.13.12. Circuits shall have interoffice, loop and CLEC system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available CLEC systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.

6.2.1.13.13. All 911 trunks must be capable of transmitting and receiving Baudot code or ASII necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

6.2.1.14. Basic 911 and E911 Additional Requirements

6.2.1.14.1. All KMC lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Sprint shall send both the ported number and the KMC number (if both are received from KMC). The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent.

6.2.1.14.2. Sprint shall work with the appropriate government agency to provide KMC the ten-digit POTS number of each PSAP which sub-tends each Sprint selective router/911 Tandem to which KMC is interconnected.

6.2.1.14.3. Sprint shall notify KMC 48 hours in advance of any scheduled testing or maintenance

affecting KMC 911 service, and provide notification as soon as possible of any unscheduled outage affecting KMC 911 service.

6.2.1.14.4. KMC shall be responsible for reporting all errors, defects and malfunctions to Sprint. Sprint shall provide KMC with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

6.2.1.14.5. KMC may enter into subcontracts with third parties, including KMC Affiliates, for the performance of any of KMC's duties and obligations stated herein.

6.2.1.14.6. Sprint shall provide sufficient planning information regarding anticipated moves to SS7 signaling, for 911 services, for the next twelve (12) months.

6.2.1.14.7. Sprint shall provide notification of any impacts to the 911 services provided by Sprint to CLEC resulting from of any pending Tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.

6.2.1.14.8. Sprint shall identify process for handling of "reverse ALI" inquiries by public safety entities.

6.2.1.14.9. Sprint shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

6.2.1.14.10. Sprint must provide the ability for KMC to update the 911 data base with end user information for lines that have been ported via INP or NP.

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#### 6.2.4. Directory Listings Service Requests

6.2.4.1. These requirements pertain to Sprint's Listings Service Request process that enables KMC to (a) submit KMC subscriber information for inclusion in Directory Listings databases; (b) submit KMC subscriber information for inclusion in published directories; and (c) provide KMC subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.

6.2.4.1.1. When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create a standard format and order process by which CLEC can place an order with a single point of contact within Sprint.

6.2.4.1.2. Sprint will provide to KMC the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:

6.2.4.1.2.1. Migrate with no Changes. Retain all white page listings for the subscriber in both Directory Assistance ("DA") and Directory Listings ("DL"). Transfer ownership and billing for white page listings to KMC.

6.2.4.1.2.2. Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to KMC.

- 6.2.4.1.2.3. Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to KMC.
- 6.2.4.1.3. To ensure accurate order processing, Sprint or its directory publisher shall provide to KMC the following information, with updates promptly upon changes:
  - 6.2.4.1.3.1. A matrix of NXX to central office;
  - 6.2.4.1.3.2. Geographical maps if available of Sprint service area;
  - 6.2.4.1.3.3. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
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  - 6.2.4.1.3.5. Intentionally left blank.
  - 6.2.4.1.3.6. Directory product changes;
  - 6.2.4.1.3.7. Listing format rules;
  - 6.2.4.1.3.8. Listing alphabetizing rules;
  - 6.2.4.1.3.9. Standard abbreviations acceptable for use in listings and addresses;
  - 6.2.4.1.3.10. Titles and designations; and
  - 6.2.4.1.3.11. A list of all available directories and their Business Office close dates.
- 6.2.4.1.4. Based on changes submitted by KMC, Sprint shall update and maintain directory listings data for KMC subscribers who:
  - 6.2.4.1.4.1. Disconnect Service;

- 6.2.4.1.4.2. Change CLEC;
  - 6.2.4.1.4.3. Install Service;
  - 6.2.4.1.4.4. Change any service which affects DA information;
  - 6.2.4.1.4.5. Specify Non-Solicitation; and
  - 6.2.4.1.4.6. Are Non-Published, Non-Listed, or Listed.
- 6.2.4.1.5. Sprint shall not charge for storage of KMC subscriber information in the DL and DA systems.
- 6.2.4.1.6. KMC shall not charge for storage of Sprint subscriber information in the DL and DA systems.
- 6.2.5. Directory Listings General Requirements. KMC acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. KMC acknowledges that for a KMC subscriber's name to appear in a directory, KMC must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist KMC in obtaining an agreement with the directory publisher that treats KMC at Parity with the publisher's treatment of Sprint.
- 6.2.5.1. This § 6.2.5 pertains to listings requirements published in the traditional white pages.
- 6.2.5.2. Sprint shall include in its master subscriber system database all white pages listing information for KMC subscribers in Sprint territories where KMC is providing local telephone exchange services and has submitted a DSR.
- 6.2.5.3. Sprint agrees to include the same basic White pages listing for each KMC customer that Sprint provides its subscribers, at no additional charge to KMC. A basic White Pages listing is defined as a customer name, address and either the KMC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of KMC

customers will be interfiled with listings of Sprint and other LEC customers.

6.2.5.4. Sprint does not publish yellow pages. All arrangements involving yellow page listings must be between KMC and the yellow pages publisher.

6.2.5.5. State, local, and federal government listings shall be included in the appropriate section of the directory at charges in Parity with Sprint's own policies.

6.2.5.6. Prior to the date on which updates to the directory are no longer allowed (the business office close date), Sprint shall provide KMC a reasonable amount of time to review and correct KMC subscriber white pages Directory Listings.

6.2.5.7. KMC agrees to provide KMC customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide KMC with the appropriate format for provision of KMC customer listing information to Sprint. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.

6.2.5.8. Sprint agrees to provide White Pages database maintenance services to KMC. KMC will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.

6.2.5.9. KMC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to KMC customers.

6.2.5.10. In addition to a basic White Pages listing, Sprint will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for KMC to offer for resale to KMC's customers.

- 6.2.5.11. Sprint, or its directory publisher, agree to provide White Pages distribution services to CLEC customers within Sprint's service territory at no additional charge to CLEC. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint and to other CLEC customers.
- 6.2.5.12. Sprint shall permit, or ensure a third party permits, KMC subscribers to place orders for foreign directories on the same terms and conditions such directories are made available to Sprint subscribers. Sprint shall provide to KMC the procedures, terms, and conditions for obtaining foreign telephone directories from Sprint.
- 6.2.5.13. Sprint or its directory publisher, and KMC shall agree on a reasonable number of directories that will be provided to KMC upon its request for KMC's internal use to cover Sprint's service areas in which KMC is an authorized CLEC.
- 6.2.5.14. Sprint shall make available current recycling services to KMC subscribers under the same terms and conditions that Sprint makes such services available to its subscribers.
- 6.2.5.15. Sprint agrees to include critical contact information pertaining to KMC in the "Information Pages" of those of its White Pages directories containing information pages, provided that KMC meets criteria established by its directory publisher. Critical contact information includes KMC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. KMC will not be charged for inclusion of its critical contact information. The format, content and appearance of KMC's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 6.2.5.16. Sprint will accord KMC customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to KMC customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and

the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Sprint and KMC will not be deemed a violation of this confidentiality provision.

6.2.5.17. Sprint will sell or license KMC's customer listing information to any third parties unless KMC submits written requests that Sprint refrain from doing so. Sprint and KMC will work cooperatively to share any payments for the sale or license of KMC customer listing information to third parties. The parties acknowledge that the release of KMC's customer listing to Sprint's directory publisher will not constitute the sale or license of KMC's customer listing information causing any payment obligation to arise pursuant to this § 6.2.5.17. Notwithstanding the foregoing, this does not limit KMC's rights to sell or license KMC's customer listing information directly with a third party.

6.2.6. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with KMC which will address other directory services desired by KMC as described in this § 6.2.6. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this § 6.2.6 are not binding upon Sprint's directory publisher.

6.2.6.1. Sprint's directory publisher will negotiate with KMC concerning the provision of a basic Yellow Pages listing to KMC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to KMC customers.

6.2.6.2. Directory advertising will be offered to KMC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other KMC customers. Directory advertising will be billed to KMC customers by directory publisher.

6.2.6.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to KMC is maintained without interruption.



6.2.6.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 6.2.3.15 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

6.2.6.5. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

6.2.7. Directory Assistance Data. This section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange KMCs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. KMC may combine Directory Assistance with any Network Element for the provision of any Telecommunications Service.

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### 6.3. Systems Interfaces and Exchanges

#### 6.3.1. Directory Assistance Data Information Exchanges and Interfaces

##### 6.3.1.1. Subscriber List Information

6.3.1.1.1. Sprint shall provide to KMC, within sixty (60) days after the Approval Date of this Agreement, or at KMC's request, all published Subscriber List Information (including such information that resides in Sprint's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Sprint provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to KMC pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

6.3.1.1.2. KMC shall provide directory listings to Sprint pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

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6.3.1.5. Listing Types

LISTED	The listing information is available for all directory requirements.
NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
NON-PUBLISHED	A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

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#### 6.4. Systems Security

- 6.4.1. Sprint shall provide an appropriate and sufficient back-up and recovery plan to be used in the event of a system failure or emergency.
- 6.4.2. Where technically available, Sprint shall install controls to: (i) disconnect a user for a pre-determined period of inactivity on authorized ports; (ii) to protect user Proprietary Information; and (iii) ensure both ongoing operational and update integrity.
- 6.4.3. Sprint shall provide network security: (i) ensuring that all systems and modem access are secured through security methods; and (ii) ensuring that access to or connection with a systems platform be established through mutually agreed networks or Gateways.
- 6.4.4. Sprint agrees to comply with industry accepted standards which in large measure reflect common practices and proven technology for protecting computer resources.

#### 6.5. Law Enforcement Interface

- 6.5.1. Pursuant to valid legal authorization, Sprint shall provide seven (7) day a week/twenty-four (24) hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on subscriber invoked CLASS services, including, without limitation, call traces requested by KMC.